

RFP F16-10-25 Countywide Facilities Site Survey

Navajo County is seeking a qualified firm ("Offeror") to contract with to provide a countywide facilities site survey for the purpose of identifying appropriate locations for the installation of alerting and warning devices to be used as a notification system for employees and the public. Offeror must not be a product representative for a manufacturer, supplier of alerting equipment, software or contractor for the installation of alerting equipment.

This Project is grant funded and proposals exceeding \$15,000.00 will not be considered.

The purpose of the RFP is to provide comprehensive site surveys inclusive of all county facilities and develop a phased plan to purchase and install alerting systems for employee and public warning and notifications. The first phase of the project is to conduct site surveys to determine the equipment and connectivity requirements in each department and building. The next phase will be to prioritize requirements and prepare a scope of work to solicit qualified suppliers who can provide and install the equipment. The final phase of the project will be to assist the County in evaluating the equipment and installation proposals and to assist in the vendor selection process. The purchase and installation of equipment will be completed in a multi-phased approach as funding is available. The consultant shall provide a firm fixed fee to conduct site surveys to include;

1. Meet with key County stakeholders and develop a plan for purchase and installation of warning systems and devices.
2. Conduct building and department surveys at each site.
3. Make recommendations for warning systems, devices and priorities within the county buildings/departments.
4. Once surveys are completed supplier shall meet with stakeholder team to develop a purchase and implementation strategy.
5. Develop a scope of work to be publically bid.

Competitive sealed proposals for the specified material or service shall be received by the Clerk of the Board of Supervisors' Office, 100 East Code Talkers Drive, Holbrook, Arizona 86025, until the time and date cited. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive. The county reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

Proposals must be in the actual possession of the Clerk of the Board of Supervisors' Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisors' Office.

Proposals must be submitted in a sealed envelope. The Request for Proposals **number**, **Offeror's name and address** should be clearly indicated **on the outside** of the

envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Procurement Agent listed in this solicitation.

A complete copy of this RFP and possible amendments may be obtained by accessing our County Website: www.navajocountyaz.gov, e-mailing your request to: mary.springer@navajocountyaz.gov, or by calling (928) 524-4046. Offerors are invited to review the information and to submit their proposal in accordance with the criteria established within this RFP. In order to allow adequate time to respond, written questions regarding this RFP must be received by the Procurement Office no later than **NOVEMBER 15, 2016 at 5:00 PM**. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFP. Questions asked after March 15, 2016 may not receive a response.

RFP NUMBER:	F16-10-25
RFP DUE DATE:	NOVEMBER 30, 2016 AT 3:00 P.M. LOCAL AZ TIME
PUBLIC RFP OPENING:	NOVEMBER 30, 2016 AT 3:15 P.M. LOCAL AZ TIME
SUBMITTAL LOCATION:	Navajo County Clerk of the Board of Supervisors' Office 100 East Code Talkers Drive Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:
Joyce Alexander, Procurement Agent
(928) 524-4322
joyce.alexander@navajocountyaz.gov

Holbrook Tribune News
PUBLISH DATES 11-2-16 & 11-9-16 ISSUE DATE 11-2-16 JAA

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INSTRUCTIONS TO OFFERORS

1. PREPARATION OF PROPOSAL:

- a. Forms: All Proposals shall be on the forms provided in this RFP package. It is permissible to copy these forms if required. Facsimiles or telephonic proposals will not be considered.
- b. Evidence of Intent to be Bound: The Proposal document must be submitted with an original ink signature by the person authorized to sign the Proposal.
- c. Typed or Ink; Corrections: The proposal must be typed or in ink. Erasures, interlineations or other modifications in this RFP document shall be initialed in original ink by the authorized person signing the proposal. No proposal shall be altered, amended or withdrawn after the specified RFP due time and date.
- d. Unit Price Prevails: In case of error in the extension of prices in the proposal, unit price shall govern.
- e. Days: Periods of time, stated as a number of days, shall be calendar days, unless otherwise specified.
- f. Duty to Examine: It is the responsibility of all Offerors to examine the entire RFP package and seek clarification in writing, of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
- g. Submittal: All proposals must be clearly marked: **Countywide Facilities Site Survey RFP No. F16-10-25**, your name or company name and the closing date and time of this RFP on the outside of the sealed envelope. Proposals shall be on 8 ½ x 11 paper and One (1) original and three (3) copies of proposal shall be included.

2. QUALITY OF PROPOSAL:

The quality of the proposal(s) submitted by the Offeror is viewed as a basic indication of the Offeror's general capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions, and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.

3. GENERAL CONTENT:

The proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the proposal being sought. Offerors should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if deemed necessary to accomplish the scope of services.

4. INQUIRIES:

Any questions related to this RFP shall be directed to: Joyce Alexander, Procurement Agent, at (928) 524-4322, e-mail address: joyce.alexander@navajocountyaz.gov. Questions should be submitted in writing. Offerors shall not contact or ask questions of the department for which the requirement is being procured. The County **shall not** be responsible for Offerors adjusting their proposal based on any oral instructions made by any employees or officers of the County regarding the proposal instructions, drawing, specifications, or contract documents. All changes to the RFP shall be in the form of a written addendum, which shall be furnished to all Offerors who are listed with the County as having received the original RFP.

Any interpretation or correction of the RFP documents shall be made only by written addendum, duly issued, and a copy of each addendum shall be e-mailed, faxed or delivered to all who are known to have received a set of RFP documents. The County is not responsible for any other explanations or interpretations of the RFP documents.

The County may require any and all questions to be submitted in writing at the County's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed RFP and may not be opened until after the official RFP due date and time.

5. **LATE PROPOSAL:** Late proposal responses shall not be considered. An Offeror submitting a late proposal shall be so notified.
6. **WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the Proposal. Facsimile or telephonic withdrawals shall not be considered.
7. **AMENDMENT OF PROPOSAL:** The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document prior to the specified due time and date. Failure to return a signed copy of a material solicitation amendment or to follow the instructions for acknowledgment of the solicitation amendment shall result in rejection of the proposal.
8. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless otherwise provided within the RFP, the County reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the County. In accordance with the County Procurement Code, the contract shall be awarded the responsive, responsible Offeror whose proposal is the most conforming and advantageous to the County based on the factors set forth in the RFP.
 - b. Notwithstanding any other provision of the RFP, the County expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all Proposals, or portions thereof; or
 - (3) Cancel/Reissue an RFP.
 - c. A response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in the County's RFP and contract documents. Proposals do not become contracts unless and until they are accepted and approved by the Navajo County Board of Supervisors' and an offer and acceptance form or other contract document is executed by the Board Chairman or designee. The contract could constitute the award document, RFP document and Offeror's response; which would be executed as a single document, thus eliminating a formal signing of a separate contract **OR** there will be a separate formal contract executed that will incorporate the RFP documents.
9. **EVALUATION:** In competitive sealed proposals, awards shall be made to the responsible and responsive Offeror whose proposal is determined in writing to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County shall be the sole judge as to the acceptability of the products and/or services offered. The County reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the County.

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any resultant contract.

- 1. CERTIFICATION:** By signature on the offer page, Offeror certifies that:
 - a. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - b. Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5, 99-4, or A.R.S. 41-1461 et. seq.
 - c. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the proposal. Signing the proposal with a false statement shall void the proposal, any resulting contract and may be subject to remedies provided by law.
- 2. GRATUITIES:** The County may, by written notice to the Offeror, cancel any resulting contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the County with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Offeror the amount of the gratuity.
- 3. CONTRACT:** The contract shall be based upon the RFP issued by the County and the proposal submitted by Offeror in response to the RFP. The proposal response shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The County reserves the right to clarify any contractual terms with the concurrence of Offeror, however, any substantial non-conformity in the proposal shall be deemed non-responsive and the proposal rejected. The contract shall contain the entire agreement between the County and the Offeror relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
- 4. VERBAL RESPONSES:** Any inquiry that results in changes to the RFP shall be answered solely through a written RFP addendum. The Offeror may not rely on verbal responses to its inquiries.
- 5. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 6. TAXES and SOCIAL SECURITY:** Offeror is advised that taxes or social security payments shall not be withheld from a County payment issued thereunder and that Offeror should make arrangements to directly pay such expenses, if any.
- 7. INTERPRETATION - PAROL EVIDENCE:** If a formal contract is used as part of this solicitation, the contract is intended by the parties as a final expression of their agreement. No course of prior dealings between the parties and no usage to the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the County Procurement Code or applicable Arizona State Statute used in the contract, that definition shall control.

- 8. SUCCESSORS and ASSIGNS:** No right or interest in the contract shall be assigned by Offeror without prior written permission of the County and no delegation of any duty of Offeror shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify Offeror of the County's position within fifteen (15) days of receipt of written notice by Offeror.
- 9. SUBCONTRACTS:** No subcontract shall be entered into by Offeror with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal, State and local laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the contract which shall apply with equal force to the subcontract, as if the Sub-Contractor were the Offeror referred to herein. Offeror is responsible for contract performance whether or not Sub-Contractors are used. The County shall not unreasonably withhold approval and shall notify Offeror of the County's position within fifteen (15) days of receipt of written notice by Offeror.
- 10. RIGHTS AND REMEDIES:** No provision in this document or in the proposal response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 11. PROTESTS:** Protests shall be filed, and shall be resolved, in accordance with Navajo County Finance Policy 13.12: A protest shall be in writing and shall be filed with the County Purchasing Manager. A protest of a solicitation shall be received at the County Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
- a. The name, address and telephone number of the protester;
 - b. The signature of the protester or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - e. The form of relief requested.
- 12. WARRANTIES:** Offeror warrants that all material, service or construction delivered under the contract shall conform to the specifications of the contract. Receipt of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of Offeror or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in the contract.
- 13. OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, to the extent permitted by law, Offeror hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 14. ADVERTISING:** Offeror shall not advertise or publish information concerning the contract, without the prior written consent of the County.

- 15. RIGHT TO INSPECT PLANT:** The County may, at reasonable times and at its expense, inspect the plant or place of business of a Offeror or Sub-Contractor which is related to the performance of any contract as awarded or to be awarded.
- 16. INSPECTION:** All material, service or construction is subject to final inspection and acceptance by the County. Material, service or construction failing to conform to the specifications of the contract shall be held at Offeror's risk and may be returned to Offeror. If so returned, all costs are the responsibility of Offeror.
- 17. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables which may be created under the contract are the sole property of the County and shall not be used or released by Offeror or any other person except with prior written permission of the County.
- 18. PURCHASE ORDERS:** The County shall issue a purchase order for the goods or services covered by the contract, if required. All such purchase orders will reference the contract number, as well as the Board of Supervisors' approval date.
- 19. PACKING AND SHIPPING:** If applicable, Offeror shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, and address and purchase order number. All shipments shall be F.O.B. Destination, Navajo County, 100 E. Code Talkers Drive, Holbrook, Arizona 86025, unless otherwise specified by the County. C.O.D. shipments will not be accepted.
- 20. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within the contract.
- 21. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials, and/or services, must fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach and Offeror shall not have the right to substitute a conforming tender without prior approval from the County.
- 22. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Offeror shall deliver conforming materials, and/or services, in each installment or lot of the contract and may not substitute nonconforming materials, and/or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the County, shall constitute a breach of the contract as a whole.
- 23. SHIPMENT UNDER RESERVATION PROHIBITED:** Offeror is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
- 24. LIENS:** All goods, services and other deliverables supplied to the County under the contract shall be free of all liens other than the security interest held by Offeror until payment in full is made by the County. Upon request of the County, Offeror shall provide a formal release of all liens.
- 25. LICENSES:** Offeror shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to the contract.
- 26. COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 27. CANCELLATION FOR LACK OF FUNDING:** Any resulting contract may be cancelled without any further obligation on the part of the County, in the event that sufficient appropriated funding is

unavailable to assure full performance of the terms. Offeror shall be notified in writing of such non-appropriation at the earliest opportunity.

28. CONFIDENTIAL INFORMATION:

- a. If a person believes that an offer, proposal, specification, or protest contains information that should be withheld, a statement advising the Purchasing Manager of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- b. The information identified by the person as confidential shall not be disclosed until the County makes a written determination.
- c. The County shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the County determines to disclose the information, the County shall inform the Offeror in writing of such determination.

29. AUTHORIZED CHANGES: The County reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the County Purchasing Manager prior to the institution of the change.

30. TERMINATION FOR CONVENIENCE: The County reserves the right to terminate, with or without cause, any resulting order or contract upon sixty (60) days written notice.

31. TERMINATION FOR CAUSE: The County may also terminate the contract or any part thereof with thirty (30) days written notice for cause in the event of any default by Offeror, or if Offeror fails to comply with any of the terms and conditions of the contract. Late deliveries, deliveries of products, and/or services, which are defective or do not conform to the contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide the County, upon request, with adequate assurances of future performance are all examples of causes allowing the County to terminate the contract for cause. In the event of termination for cause, the County shall not be liable to Offeror for any amount, and Offeror may be liable to the County for any and all damages sustained by reason of the default which gave rise to the termination.

32. PUBLIC RECORD: All proposals submitted in response to this RFP shall become the property of the County and shall become a matter of public record available for review, subsequent to the award notification.

33. SAMPLES: Upon request, Offerors may be required to furnish a sample of the goods and/or service to be provided. Any sample submitted shall create an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples become the property of the County for testing purposes and/or future comparison at no charge unless designated otherwise by the Offeror. Samples not destroyed by testing or which are not retained for future comparison shall be returned upon request at Offeror's expense.

34. PRE-PROPOSAL CONFERENCE: None scheduled for this solicitation.

35. CONFIDENTIAL INFORMATION: After award of a contract, proposal responses shall be considered public record and subject to review. Materials submitted by Offerors shall become the property of the County unless otherwise requested at the time of submission. If a Offeror believes a specific section of its proposal response to be confidential, the Offeror is to mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror is to include a written statement as to the basis for considering the marked pages confidential and the County Purchasing Office shall review the material and make a determination. Information

submitted in response to this RFP is considered public record and may be disclosed pursuant to the Arizona Public Record law.

- 36. COOPERATIVE PURCHASING AGREEMENTS:** A contract resulting from this RFP may be extended for use by the members other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Offeror.

The County is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, school Cities and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Offerors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Offeror(s) contract, as awarded.

Is your firm willing to proposal the goods and services solicited under the terms and conditions of this solicitation to S.A.V.E. members under the same pricing, terms and conditions?

_____ Yes _____ No _____ N/A

- 37. AUTHORITY:** This solicitation is issued under the authority of the Navajo County Board of Supervisors' granted by the County or its delegated representative. No alteration on any resultant contract may be made without the express written approval of the Board Chairman in the form of an official contract/agreement amendment. Any attempt to alter any contract/agreement without such approval is a violation of the contract/agreement. Any such action is subject to legal and contractual remedies available to the County inclusive of, but not limited to, contract/agreement cancellation, suspension and/or debarment of the Offeror.

- 38. FINANCIAL STATUS:** All Offerors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a proposal, and/or to declare a Offeror non-responsive and/or non-responsible.

If a Offeror is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Offeror under federal bankruptcy law or any state insolvency law, the Offeror must provide the County with that information as part of its proposal. The County may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Offeror agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Offeror under federal bankruptcy law or any state insolvency law, Offeror shall immediately provide the County with a written notice to that effect, and shall provide the County with any relevant information it requests to determine whether the Offeror will meet its obligations to the County.

- 39. EXCEPTION TO THE SOLICITATION:** Offeror shall identify and list all exceptions taken to all sections of this RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for Offeror's exception. Offeror shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation.

Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Offeror exceptions, or accept them outright.

40. CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a Offeror to any other party to this Agreement with respect to the subject matter of this Agreement. The cancellation shall be effective when the Offeror receives written notice of the cancellation unless the notice specifies a later time. In addition to the right to cancel this Agreement, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County from any other party to this Agreement, arising as the result of this Agreement.

41. AMERICANS WITH DISABILITIES ACT: The Offeror shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

42. FORCE MAJEURE:

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.
 2. Late performance by a sub-contractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- b. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

43. GOVERNING LAW and VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or in equity, brought for the

purpose of enforcing a right or rights provided for in the Agreement, shall be tried in a court of competent jurisdiction in Navajo County, Arizona.

44. DISPUTE RESOLUTION:

Litigation and Attorney's Fees: Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed with the Navajo County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

45. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS: Provider hereby warrants to the County that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the County.

The County retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the County in regard to any such inspections.

The County may, at its sole discretion, conduct random verification of the employment records of the Provider and any of Subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the County in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

46. SUBSEQUENT PURCHASES: The County, with the consent of the successful Offeror(s), reserves the right to purchase additional items as listed in this proposal, if Offeror is willing to offer the same terms and conditions as submitted in this proposal, for a period of twelve (12) months from the date of Navajo County Board approval.

47. POINT OF CONTACT: The proposal must indicate the name of one individual who the County is to contact with any questions or clarifications in regards to the proposal.

48. AWARD OF CONTRACT: To ensure adequate service coverage, the County reserves the right to make multiple awards. Notwithstanding any other provision of the RFP, the County reserves the right to: waive any immaterial defect or informality; or reject any or all Proposals, or portions thereof; or reissue the RFP. A response to any RFP is an proposal to contract with the County based upon the terms, conditions, and specifications contained in the County's RFP. Proposals do not become contracts unless and until they are formally executed as a separate contract document by the County. The standard terms and conditions described in this RFP shall be incorporated into the resulting contract. **The County may award a contract based on initial proposals received, without discussion of such proposals. Accordingly, each proposal should be submitted on the Offeror's most favorable terms.**

49. DISCUSSIONS AND REVISIONS TO PROPOSAL: Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the County elect to call for 'best and

final' proposals, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

- a. Determine in greater detail such Offeror's qualifications, and
- b. Explore with the Offeror, the Scope of Services, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- c. Determining that the Offeror shall make available the necessary personnel and facilities to perform within the required time;
- d. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

50. CONTRACT ADMINISTRATION: To help insure contract compliance, a Contract Administration Process will be an integral part of the contract. This Contract Administration Process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Offeror should know in the proposal process that the successful Offeror will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Offeror by the presence of the Contract Administration Process as long as contract compliance is maintained.

All changes or amendments to the contract are to be authorized by the Purchasing Manager and approved by the Navajo County Board of Supervisors'.

51. CONTACT WITH COUNTY EMPLOYEES AND CONTRACTORS

All persons and/or firms that are interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the evaluation/selection or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation panel, County Board of Supervisors', County Manager, Assistant County Manager, Department Directors or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized procurement representative.

SPECIAL TERMS AND CONDITIONS

1. **CONTRACT TYPE:** Firm Fixed Fee Structure. Initial term is for five (5) years, with the option to renew for (3) additional one (1) year periods upon mutual agreement.
2. **PROPOSAL ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires a proposal in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **POINT OF CONTACT:** The proposal must indicate the name of one individual who the County is to contact with any questions or clarifications in regards to the proposal.
5. **AWARD OF CONTRACT:** To ensure adequate service coverage, the County reserves the right to make multiple awards. Notwithstanding any other provision of the RFP, the County reserves the right to waive any immaterial defect or informality; or reject any or all Proposals, or portions thereof; or reissue the RFP.

A response to any RFP is a proposal to contract with the County based upon the terms, conditions, and specifications/scope of work contained in the County's RFP. Proposals do not become contracts unless and until they are formally executed as a separate contract document by the County. The standard terms and conditions described in this RFP shall be incorporated into the resulting contract.

6. INSURANCE

The Offeror Agrees to:

At Offeror's own expense, obtain stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. Rating of B++6 for insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force for Offeror and sub-contractors who will be working on Navajo County property. The Offeror will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the work. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

The Offeror shall furnish the County with certificates of insurance which name the County as additional insured in an amount as required in this contract.

Provide and maintain minimum insurance coverage as follows:

- Commercial General Liability. **OFFEROR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

- The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.
 - The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **OFFEROR'S** operations and products.
- Automobile Liability. **OFFEROR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **OFFEROR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- Workers' Compensation. **OFFEROR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **OFFEROR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- **OFFEROR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **OFFEROR** pursuant to this agreement.
- In case any work is subcontracted, **OFFEROR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **OFFEROR**.
- Certificates of Insurance.
 - Prior to commencing work or services under this Contract, Offeror shall have insurance in effect as required by the Contract in the form provided by the County, issued by Offeror's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE OFFEROR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**
- In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **OFFEROR'S** work or services and as evidenced by annual Certificates of Insurance.
- If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.
- Cancellation and Expiration Notice.
 - Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

SCOPE OF WORK/SPECIFICATIONS

PROJECT DESCRIPTION

Navajo County is seeking a qualified firm (“Offeror”) to contract with to provide a countywide facilities site survey for the purpose of identifying appropriate locations for the installation of alerting and warning devices to be used as a notification system for employees and the public. Offeror must not be a product representative for a manufacturer, supplier of alerting equipment, software or contractor for the installation of alerting equipment. Bid cannot exceed the grant funding of \$15,000.00.

The purpose of the RFP is to provide comprehensive site surveys inclusive of all county facilities and develop a phased plan to purchase and install alerting systems for employee and public warning and notifications. The first phase of the project is to conduct site surveys to determine the equipment and connectivity requirements in each department and building. The next phase will be to prioritize requirements and prepare a scope of work to solicit qualified suppliers who can provide and install the equipment. The final phase of the project will be to assist the County in evaluating the equipment and installation proposals and to assist in the vendor selection process. The purchase and installation of equipment will be completed in a multi-phased approach as funding is available. The consultant shall provide a firm fixed fee to conduct site surveys to include;

1. Meet with key County stakeholders and develop a plan for purchase and installation of warning systems and devices.
2. Conduct building and department surveys at each site.
3. Make recommendations for warning systems, devices and priorities within the county buildings/departments.
4. Once surveys are completed supplier shall meet with stakeholder team to develop a purchase and implementation strategy.
5. Develop a scope of work to be publically bid.

Navajo County covers an 9,949 square miles and has campuses in
Kayenta – Justice Court (single building) - 1.5 miles east of Hwy. 163 and Jct. 160
@MP 394.3

Winslow - Multifunctional complex includes Justice Court, Probation and Health Department.
(two buildings) – 605 & 619 E. Third St.

Winslow Road Yard Highway 2033 S. Highway 99

Holbrook – Multifunctional complex - 100 E. Code Talkers Drive and separate buildings as follows;

Main Complex includes the following offices: Superior Courts, Clerk of the Superior Court, Court Administration, County Attorney, Public Defender, Legal Defender, School Superintendent, Recorder, Assessor, Treasurer, Information Technology, Administration, Finance, Board of Supervisors, and Emergency Management.

Adult Detention (within complex but secured within their own perimeter)

Juvenile Detention (within complex but secured within their own perimeter)

Public Fiduciary

Fitness Center/ High Desert Health Clinic
Racquetball Courts
Facility Management
Warehouse, Shipping/Receiving
Sheriff's Evidence Storage
Sheriff's Warehouse

Holbrook

Public Works – 100 Public Works Drive
Holbrook Justice Court, Child Support, Library Services – 121 W. Buffalo
Main Complex includes the following offices: Superior Courts, Clerk of the Superior Court, Court Administration, County Attorney, Public Defender, Legal Defender, School Superintendent, Recorder, Assessor, Treasurer, Information Technology, Administration, Finance, Board of Supervisors, and Emergency Management.
Adult Detention (within complex but secured within their own perimeter)
Juvenile Detention (within complex but secured within their own perimeter)
Public Fiduciary
Fitness Center/ High Desert Health Clinic
Racquetball Courts
Facility Management
Warehouse, Shipping/Receiving
Sheriff's Evidence Storage
Sheriff's Warehouse

Holbrook

Public Works – 100 Public Works Drive
Holbrook Justice Court, Child Support, Library Services – 121 W. Buffalo
Sheriff's Office – 137 W. Arizona
Health Department – 117 E. Buffalo
Historic Courthouse – 100 E. Arizona
Storage Yard 1508 W. Romero Road

Heber-Overgaard – Multifunctional complex includes offices for Health Department, Public Works Planning and Zoning, Information Technology, Justice Court Judge, Sheriff's Office, and Assessor - 2188 W. Country Club and separate buildings as follows;
Public Works Road Yard

Snowflake - Multifunctional complex includes offices for Justice Court, Probation, Health Department, and Sheriff's Office – 145 S. Main Street

Show Low - Health Department - 600 N. 9th Place

White Mountain Facility Multifunctional building includes offices for Administration, Board of Supervisors, Assessor, Congressional Office for Congresswoman Ann Kirkpatrick, School Superintendent, @Work Arizona, and Sheriff's Office - 550 N. 9th Place
Probation – 920 E. Deuce of Clubs
Family Advocacy Center – 902 E. Deuce of Clubs
Public Works - 1100 E. Thornton
Show Low Justice Court Complex - 620 E. McNeil
Old Health Building – 251 N. Penrod

Pinetop-Lakeside - Sheriff's substation –
Pinetop Justice Court – 1360 N. Neils Hansen

PROPOSAL FORMAT/SUBMITTALS

FORMAT AND CONTENT: To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed with your proposal information as outlined in the categories/criteria below:

The Evaluation Committee will evaluate responses to this RFP based on the information provided in each of the Offeror's proposal response and interviews (if conducted) as necessary. To allow for a standard basis of evaluation, all proposal responses shall follow and be submitted in the same order as outlined below. Offerors and contractors are encouraged to use recycled paper and double-sided copying for the production of all printed and photocopied material.

Page Restriction:

Proposals should not exceed 50 duplex pages.

Cover:

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: **Request for Proposals: Emergency Operations and Continuity of Operations Planning**
- RFP No. F16-02-22
- Submittal date
- Company name (and logo if desired)
- Other information/graphics as desired

Title Page:

Include Firm's name, address, e-mail/website address(es), phone and FAX numbers and name(s) of principals.

Offeror/ Organization

Each Offeror shall provide information and explanation of the Offeror and/or Offeror's team organizational structure, as applicable.

Contact Information

Identify and name the Offeror who will be the primary contact entity and will be responsible for the RFP response submittal.

SECTION 1- Emergency Operations and Continuity of Operations Planning System Attributes

Ability to provide system that conforms to or exceeds system requirements in scope of work

SECTION 2- Cost Effectiveness

SECTION 3 – Project Management

SECTION 4 - Qualifications and Experience

OFFEROR'S REFERENCES

REFERENCES. Offerors shall submit references from three agencies of similar size and complexity, and scope of work sought by this RFP.

- All references should include the name, title, telephone number and e-mail of the person currently responsible for managing your contract to provide mass notification system.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity and Scope	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity and Scope	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity and Scope	

EXCEPTIONS, CONFIDENTIAL AND ADDITIONAL MATERIALS

Offerors shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

- ☐ No exceptions
- ☐ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- ☐ No confidential/proprietary materials have been included with this proposal
- ☐ Confidential/Proprietary materials included. Offerors should identify below any portion of their proposal deemed confidential or proprietary (see Standard Terms and Conditions, section S.28). Identification such materials in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the County prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

- ☐ No additional materials have been included with this proposal
- ☐ Additional Materials attached (describe--attach additional pages if needed)

EVALUATION CRITERIA

The following evaluation criteria will be used by the County's evaluation committee for the selection of a qualified firm to provide **Countywide Site Surveys for Warning and Notification Equipment purchase and Installation**. Those Offerors who are deemed both responsive and responsible, will then be given an overall ranking based on the factors in the evaluation criteria. The evaluation committee may "short list" the Offerors receiving the highest ranking and conduct formal discussions/presentations to make a final evaluation. The County may award a contract based on initial proposals received, without discussion of such proposals. Accordingly, each proposal should be submitted on the Offeror's most favorable terms. The evaluation criteria below are listed in order of importance.

SECTION 1. Site Surveys	
Experience in identifying and recommending integrated warning and notification solutions	
Similar projects of size and complexity	
SECTION 2. Cost Effectiveness	
Proposal is complete and fee is reasonable.	
Identified appropriate detail in fee proposal (Tasks identified and hours required to complete tasks identified)	
SECTION 3. Project Management	
Experience in implementation and meeting timelines	Demonstrated experience implementing and meeting tight timelines
Included a timeline for completion with proposal	
Section 4 - Qualifications and Experience	
Years your company has been in business	
List government agencies similar in size and complexity to Navajo County	For each entity, identify the entity, size of entity, and what work was performed
List of three references where surveys were performed within the past three years	

The County reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the County's best interest.

OFFEROR QUESTIONNAIRE

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____ - _____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Manager (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

☐ Offeror is located outside Arizona (The County will pay use tax directly to the AZ Dept of Revenue)

☐ Offeror is located in Arizona (The Offeror should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____

City Sales Tax Number: _____ City of: _____, AZ

NAVAJO COUNTY PROCUREMENT OFFICE
100 EAST CODE TALKERS DRIVE
P. O. BOX 668, HOLBROOK, AZ 86025

REQUESTS FOR PROPOSALS – RFP F16-10-25

List any other information that may be helpful in determining your qualifications including sub-contracts to be utilized if any.

PROPOSAL CHECKLIST

REQUIRED DOCUMENTS	COMPLETED/EXECUTED
Original and four copies of complete proposal package including copy of original RFP	
W-9	
Proposal Checklist (P. 26)	
Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions (P.27-28)	
Non-Collusion Affidavit (P. 29)	
Proposal and Acceptance (P. 30)	
Pricing Page (P. 31)	

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS IF APPLICABLE:

#1 #2 #3 #4 #5

Initials/

Date

Signed and dated this _____ day of _____, 20__

_____ Authorized Signatory for Firm _____ Title

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1)** The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2)** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____
By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

NON-COLLUSION AFFIDAVIT

State of Arizona)
)
County of) ss.

_____, affiant,

the _____
(Title)

(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20__

Signature of Notary Public in and for the

County of _____

State of _____

OFFER

TO NAVAJO COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, scope of work/specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with "Certification" as defined in Article 1 of the "Standard Terms and Conditions" of this Agreement.

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Signature of Person Authorized to Sign Offer

Printed Name

Date

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The firm is now bound to provide the materials or services listed in RFP# F16-10-25, including all terms, conditions, specifications, amendments, etc., and the Offeror's Proposal as accepted by County/public entity.

The Offeror has been cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives this signed sheet, or written notice to proceed.

Awarded this _____ day of _____ 20____

AUTHORIZED SIGNATURE

Pricing Page

Include the cost of your Consulting Services.